

## **BIDDER INSTRUCTIONS**

**WASHINGTON STATE FERRIES**

**M. V. ELWHA DRYDOCKING**

**CONTRACT NO. 00-6495**

**BIDDER INSTRUCTIONS**

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# WASHINGTON STATE FERRIES

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### CONTRACT NO. 00-6495

### BIDDER INSTRUCTIONS

#### 1. INTRODUCTION

The 2001 Washington State Legislature passed Substitute House Bill 2221, which became effective on July 22, 2001. The Bill authorizes Washington State Ferries, a division of Washington State Department of Transportation (hereinafter called "WSF") to negotiate contracts for any amount, without bid, for single source contracts for vessel dry dockings when there is clearly and legitimately only one available bidder to conduct drydock related work for a specific class or classes of vessels. The Bill is codified at RCW 47.56.030(1)(b).

Pursuant to the statute, WSF issued a Request For Information (RFI) to establish dry-dock availability in the Puget Sound area for all classes of WSF vessels during the period August 1, 2001 through June 30, 2003. Through this process, WSF has determined that Todd Pacific Shipyards Corp. is the only shipyard that is available to conduct dry-dock related work for WSF's three (3) largest classes of ferries, including the Jumbo Mark II, Jumbo and Super class ferries. The M.V. Elwha is a Super Class ferry. Accordingly, WSF issues this single source Invitation For Bid (IFB) and Bid Package for the following described project:

The Contract Work consists of the following repairs to the ferry M.V. Elwha: U.S. Coast Guard credit dry-docking; spot prep and paint Vessel's hull; installation of voyage data recorder; installation of automatic draft indication system; topside preparation and painting; installation of new hatches for the steering gear compartment; relocation of overboard discharges; preservation of interior hull; and other related work, as specified in the IFB Technical Specifications. The vessel is 382'2" x 73'2", and carries 2500 passengers. All of the work must be performed within Puget Sound, Washington during the period of March 3 - 21, 2003.

The project work shall hereinafter be called the "Contract Work". A more detailed description of such Contract Work is provided in the IFB Special Provisions. As used elsewhere in the IFB, the terms "State" and "Contracting Agency" shall have the same meaning as "WSF".

1  
2  
3 **2. BID DUE DATE**  
4

5 **The closing date for receipt of the bid is 11:10 a.m. on Thursday, February 13,**  
6 **2003.** Any bid received after the Bid Due Date shall be rejected and returned to the  
7 bidder unopened. See Section 17 for additional information regarding the bid  
8 opening.  
9

10 **3. PREQUALIFICATION**  
11

12 **A. Standard Prequalification**  
13

14 The prequalification process for WSF's Public Works Contracts is governed  
15 by Washington Administrative Code (WAC) Chapter 468-310 et. seq., copies  
16 of which will be supplied upon request from the WSF Contracts Coordinator  
17 (see Section 4 herein for address and phone number). Prequalification  
18 questions may be addressed to the WSF Contracts Coordinator.  
19

20 Before being furnished a Bid Form (informational copy enclosed), the  
21 prospective bidder must be prequalified at the appropriate financial level  
22 under WAC 468-310-050 for Class 82 work, "Drydocking and Hull Repairs".  
23 The prospective bidder will not be given a Bid Form unless such bidder has  
24 submitted its Standard Prequalification Questionnaire and Financial  
25 Statement, and has received a WSF Certification of Prequalification, prior to  
26 the Bid Due Date. Standard Prequalification application forms are available  
27 upon request from the WSF Contracts Coordinator.  
28

29 The Questionnaire enables WSF to decide whether or not the bidder is  
30 qualified to perform ship repair and/or construction work. The Questionnaire  
31 shall be sworn to before a person authorized to take oaths.  
32

33 On the basis of the Questionnaire, WSF will either specify the type and  
34 amount of work it considers the prospective bidder prequalified to perform or  
35 advise the prospective bidder of the reasons they failed to be prequalified. To  
36 remain prequalified under the Standard Prequalification requirements, the  
37 bidder must submit an updated Questionnaire once a year and supplements  
38 whenever required by WSF.  
39

40 A submittal deadline applies to any prospective bidder not prequalified or  
41 from whom a supplemental Questionnaire is due. To receive consideration  
42 for issuance of a Bid Form on a specific project, the Questionnaire (or  
43 supplement) must be received by WSF no less than fifteen (15) days prior to  
44 the scheduled Bid Due Date, unless otherwise specified by WSF.  
45

WSF may withdraw a bidder's prequalification or reduce its amount if:

1. The extent of other work the bidder has under contract (WSF or otherwise) justifies such action, or
2. Past or present work on a WSF contract has been less than satisfactory.

If the bidder's Questionnaire does not contain sufficient information, WSF may refuse to provide a Bid Form and disregard any bid submitted. After opening the bid, WSF may decide that a prequalified bidder is not responsible and may refuse to accept the bid on that basis. Such a refusal will be conclusive unless the bidder appeals within five (5) days to the Superior Court of Thurston County. Any appeal shall be heard within ten (10) days after it is filed and shall provide at least five days' notice to WSF.

The bidder shall ensure that the combination of the bid amount and other contract work with WSF does not exceed the prequalification amount. If this combination does exceed the prequalification amount, WSF may determine the bidder to be not responsible and refuse to award a contract.

#### **B. Special Prequalification**

As provided for in the Revised Code of Washington (RCW) 47.45.690(2), Special Prequalification requirements have been established for this Contract which must be met in addition to the Standard Prequalification requirements specified in Section 3A. above.

The firm desiring to bid on this project must submit the information described below to WSF's Contracts Coordinator at least five (5) working days prior to the Bid Due Date, or have the information on file at WSF's Contracts Office. WSF may, in its sole discretion, allow such applicant an opportunity to submit additional information or take other steps to correct Special Prequalification deficiencies noted by WSF during the evaluation period.

Upon completion of the Special Prequalification evaluation, WSF will send the successful applicant a Bid Form, provided such applicant meets the Standard Prequalification requirements specified in this Section.

Adherence to the bidder's responses will be a Contract requirement. Deviations from such responses may be made only with the written approval of WSF. Misrepresented and/or inaccurate information shall be grounds for rejection of the bid. If Contract award has been made prior to discovery of such deficiency, WSF may terminate the Contract for default. The Special Prequalification requirements will become part of the Contract.

1  
2 **Requirements**  
3

4 In order to ensure that the work is in compliance with Chapter 90.48 RCW  
5 (Water Pollution) which prohibits introduction of pollutants into the waters of  
6 the State, the bidder shall meet one of the following requirements:  
7

- 8 1. The bidder's operation shall maintain a recycle or pre-treatment system  
9 resulting in zero discharge of waste water to waters of the State.  
10  
11 2. The shipyard, or facility where the work is being performed, shall hold  
12 a valid National Pollutant Discharge Elimination System (NPDES)  
13 waste water discharge permit and be in compliance with the permit  
14 and any order affecting the permit while work under this Contract is  
15 being conducted.  
16  
17 3. If the shipyard or facility is not in possession of a NPDES permit and  
18 not maintaining a "zero discharge system", a complete NPDES permit  
19 application shall have been submitted to the Washington State  
20 Department of Ecology (DOE) within the three (3) years previous to  
21 the bid submittal for this Contract.  
22

23 The bidder shall provide proof of having met one of the above requirements in  
24 order to satisfy the Special Prequalification requirements. Validation shall be  
25 provided by one of the following applicable methods corresponding to 1, 2, or  
26 3 above.  
27

- 28 a. A letter or some other written documentation attesting to the adequacy  
29 of the total recycle system which must include capture of  
30 contaminated storm water and process waste water.  
31  
32 b. Certification from the facility operator that the facility is in  
33 compliance with its NPDES permit, and any order issued thereunder.  
34  
35 c. A letter or some other written documentation that a complete NPDES  
36 permit application has been accepted by D.O.E.  
37  
38

1  
2 **4. IFB PACKAGE AND INTERPRETATION**  
3

4 Copies of the IFB Package may be purchased for the **non-refundable** fee of \$ 25.00  
5 each by contacting:  
6

7 **Mailing and Pick-up Address:** (NW Corner of Second & Broad)  
8

9 Washington State Ferries  
10 2911 2<sup>nd</sup> Avenue  
11 Seattle, Washington 98121  
12

13 **Attn.: Barbara Olson / Contracts Coordinator**

14 Phone: (206) 515-3602

15 Fax: (206) 515-3605

16 E-Mail: [olson@wsdot.wa.gov](mailto:olson@wsdot.wa.gov)  
17 (cc: [parks@wsdot.wa.gov](mailto:parks@wsdot.wa.gov))  
18

19 To facilitate timely responses, WSF will accept questions during the bid process only  
20 from the prospective bidder (i.e., prime contractor). WSF will not accept, and has no  
21 obligation to respond to, inquiries from subcontractors or suppliers. The prospective  
22 bidder should submit each question by both telefax and e-mail only, to WSF's  
23 Contracts Coordinator (see above). The prospective bidder should also send a  
24 courtesy copy (cc) of each e-mailed question to a second WSF Contracts Coordinator,  
25 as indicated above. If there is any discrepancy between the faxed and e-mailed  
26 versions of a question, then the faxed version will control. Questions must be  
27 submitted soon enough to allow: (i) development and issuance of a written response;  
28 and (ii) consideration of the response by the prospective bidder before submission of  
29 a bid.  
30

31 Additionally, if the prospective bidder requires an explanation, clarification, or  
32 interpretation of any part of the Contract Documents, it may submit to the WSF  
33 Contracts Coordinator a written request for an interpretation thereof. All requests for  
34 interpretation are subject to the inquiry limitations specified in the preceding  
35 paragraph. WSF will not be responsible for any other explanations or interpretations  
36 of the Contract Documents. Oral explanations, interpretation, or instructions given  
37 by anyone before award of the Contract will not be binding on WSF.  
38

39 Any information given to the prospective bidder concerning any of the Contract  
40 Documents will be furnished to the prospective bidder as an IFB Addendum if WSF  
41 deems that information to be necessary in submitting the bid.  
42  
43  
44

45 **5. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK**

The bidder shall carefully examine the Contract Documents and the Bid Form. Submittal of a bid shall be conclusive evidence that the bidder has made its examination and understands all requirements for the performance of the Contract Work. The bidder further warrants, agrees and acknowledges by submitting a bid that it:

- A. Has taken steps reasonably necessary to ascertain the nature and scope of the Contract Work; and understands that failure to do so will not be justification for a Change Order, protest or claim against WSF;
- B. Has investigated and satisfied itself as to the general and local conditions which can affect the Contract Work or its cost, including but not limited to:
  - 1. Conditions bearing upon acquisition, transportation, disposal, handling, and storage of materials;
  - 2. The availability of labor, materials, water, electric power, access roads and parking;
  - 3. Uncertainties of weather, tides, wind, or similar physical conditions at the work site; and
  - 4. The character of equipment and facilities needed preliminary to and during performance of the Contract Work.
- C. Has satisfied itself as to the adequacy of time allowed for the completion of the Contract Work;
- D. Has not discovered any patent ambiguities, other than those identified in writing to WSF, that would be discovered by a prudent contractor in preparing its bid; and
- E. Has read, fully understands and intends to sign the Contract, without modification.

Any failure of the bidder to take the actions acknowledged above shall not relieve the bidder from responsibility of estimating properly the difficulty and cost of successfully performing the Contract Work, or from proceeding to successfully perform the Contract Work without additional expense to WSF.

The bidder agrees that WSF shall not be liable to it on any claim for additional payment or additional time or any claim whatsoever if the claim directly or indirectly results from the bidder's failure to investigate and familiarize itself sufficiently with the conditions under which the Contract is to be performed.

The bidder shall be familiar and comply with all Federal, State, and Local laws, ordinances, and regulations which might affect those engaged in the Contract Work. WSF will not consider any plea of misunderstanding or ignorance of such requirements.

Bid prices shall reflect what the bidder anticipates to be the cost of completing the work, including methods, materials, labor, and equipment. Except as the Contract may provide, the bidder shall receive no payment for any costs that exceed those in the bid prices.

The prospective bidder is advised that projects with work on or adjacent to water may require insurance coverage in compliance with:

- A. The Longshoremen's and Harbor Worker's Compensation Act (administered by U.S. Department of Labor), and/or
- B. The State Industrial Insurance (administered by the Washington State Department of Labor and Industries).

The Contractor shall bear all cost for such insurance, as provided in: (i) Section 1-07.10, Worker Benefits, of the Standard Specifications for Road, Bridge and Municipal Construction of the State of Washington – English; and/or (ii) the Contract.

No Claim shall be allowed because of any ambiguity in the Contract if:

- A. The bidder discovers an ambiguity but fails to notify WSF; or
- B. The bidder failed to discover a patent ambiguity that would be discovered by a reasonably prudent contractor in preparing its bid.

For an explanation or interpretation of the bid documents, please refer to the IFB Package and Interpretation Section herein.

## **6. BID FORM**

At the request of the bidder, if it is prequalified, WSF will provide a Bid Form for any project on which the bidder is eligible to bid. The Bid Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the Bid Form that call for unit prices, extensions, the total bid amount, signatures, date, acknowledgment of

Addenda, and the bidder's address. The required certifications are included as part of the Bid Form.

**7. ESTIMATED QUANTITIES**

The quantities shown in the Bid Form and the Contract forms are estimates and are stated only for bid comparison purposes. WSF does not warrant expressly or by implication, that the actual quantities of work will correspond with those estimates. Payment will be made on the basis of the actual quantities of each item of work completed in accordance with the Contract requirements.

**8. PREPARATION OF BID**

The bid shall be submitted only on the Bid Form furnished by WSF and shall be signed by the bidder. This official Bid Form will be furnished to the bidder, if prequalified by WSF as required for this project. All prices, acknowledgments, and signatures shall be legibly entered in the spaces provided on the Bid Form, typed or in ink, and without alteration.

A sample Bid Form is enclosed herewith. This sample form is for the bidder's guidance only, and is not to be used for bidding, unless otherwise approved in writing by WSF.

Bid prices shall reflect what the bidder forecasts to be the cost of completing the Contract Work at the time of performance, including methods, materials, labor and equipment. There will be no adjustment in the Total Contract Price due to either upward or downward changes in the rate of inflation. The bidder must project any changes in cost/price during the term of the Contract and include such projection in its bid price. Except as the Contract may provide, the bidder shall receive no payment for any costs that exceed those in the bid prices.

Any unit price that is left blank or does not contain numeric figures will be considered no charge for that bid item. The extension for that bid item will also be treated as no charge and reflected as such in the total contract price regardless of what has been placed in the extension column.

All prices shall be in legible figures (not words) written in ink or typed. The bid shall include:

- A. A unit price for each item (omitting digits more than four places to the right of the decimal point);

1 B. An extension for each unit price (omitting digits more than two places to the  
2 right of the decimal point); and  
3

4 C. The total contract price (the sum of all extensions).  
5

6 In the space provided on the signature sheet, the bidder shall confirm that all IFB  
7 Addenda have been received.  
8

9 The bidder shall submit a completed "Disadvantaged, Minority or Women's Business  
10 Enterprise Certification" if it applies.  
11

12 The bidder shall submit with the bid a list of:  
13

14 A. Subcontractors who will perform the work of heating, ventilation and air  
15 conditioning, plumbing as described in Chapter 18.106 RCW and electrical as  
16 described in Chapter 19.28 RCW; and  
17

18 B. The work those subcontractors will perform on the Contract.  
19

20 The bidder shall not list more than one subcontractor for each category of work  
21 identified, except, when subcontractors vary with bid alternates, in which case the  
22 bidder shall identify which subcontractor will be used for which alternate. If no  
23 subcontractor is listed, the bidder acknowledges that it does not intend to use any  
24 subcontractor to perform those items of work;  
25

26 The bid shall be signed by the corporate officer or Officers having authority to open  
27 it.  
28  
29

## 30 **9. SALES OR USE TAX** 31

32 In accordance with RCW 82.08.0285 and 82.12.0279, Washington State sales or use  
33 taxes shall not be included in any bid prices since neither sales nor use taxes are  
34 applicable to: sales of ferry vessels to the State of Washington for transportation  
35 within or outside territorial waters; sales of tangible property which becomes a  
36 component part of such vessels; and sales or charges for labor or services rendered in  
37 the construction or improving such vessels. WSF will provide any available  
38 Exemption Certificate to the successful bidder, upon request.  
39

1  
2 **10. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES**  
3

4 Currently, a Minority and Women-Owned Business Enterprise (MWBE) goal is  
5 under review at the Office of Equal Opportunity. WSF will advise the bidder of the  
6 MWBE goal status by IFB Addendum. Please refer to Exhibit A, MWBE  
7 Participation, attached hereto and by this reference incorporated herein.  
8  
9

10 **11. BID SECURITY**  
11

12 The bid shall be accompanied by Bid Security equal to at least five percent (5%) of  
13 the Total Bid Price, as shown on the Bid Form. Bid Security shall be in the form of  
14 (i) cash, a certified check, cashier's check, or project Bid Bond, or (ii) an annual Bid  
15 Bond. Checks shall be payable to Washington State Ferries.  
16

17 The Bid Security shall be submitted as evidence of good faith and as a guarantee that,  
18 if awarded the Contract, the bidder will execute and deliver the Contract and provide  
19 the required Contract Security. Failure to furnish the required Bid Security shall  
20 make the bid nonresponsive and shall cause the bid to be rejected by WSF.  
21

22 If a project or annual Bid Bond is selected, it must be submitted on a Bid Bond form  
23 furnished or approved by WSF and signed by the bidder and its surety. A Bid Bond  
24 shall not be conditioned in any way to modify the required five percent (5%) amount.  
25 The surety shall: (i) be registered with the Washington State Insurance  
26 Commissioner; and (ii) appear on the current Authorized Insurance List in the State  
27 of Washington published by the Office of the Insurance Commissioner. See Section  
28 26, Return of Bid Security, for related information.  
29

30 Should the bidder fail to enter into the enclosed Contract with WSF and furnish  
31 satisfactory Contract Security within the time period specified, the Bid Security shall  
32 be forfeited as liquidated damages, unless WSF approves a delay in writing.  
33  
34

35 **12. (Vacant)**  
36  
37  
38

1  
2 **13. DELIVERY OF BID**  
3

4 The bid must be submitted in a sealed envelope, together with the required Bid  
5 Security, properly addressed as follows:  
6

7 **Mailing and Delivery Address:** (NW Corner of Second & Broad)  
8

9 Washington State Ferries  
10 2911 2<sup>nd</sup> Avenue  
11 Seattle, Washington 98121  
12

13 Attn: Contracts / Legal Services Department  
14

15 RE: BID FOR M. V. ELWHA  
16 DRYDOCKING CONTRACT  
17

18 The bidder is advised that the Contract and Contract Security should **not** be executed  
19 at the time of submitting a bid.  
20  
21

22 **14. PROPRIETARY DATA**  
23

24 Any document(s) or information which the bidder believes is exempt from public  
25 disclosure (RCW 42.17.310) shall be clearly identified by the bidder and placed in a  
26 separate envelope marked with the IFB project name, the bidder's name, and the  
27 words "Proprietary Data" along with a statement of the basis for such claim of  
28 exemption. WSF's sole responsibility shall be limited to maintaining the above data  
29 in a secure area and to notify such bidder of any request(s) for disclosure within a  
30 period of five (5) years from the award date. Failure to so label such materials, or  
31 failure to provide a timely response after notice of request for public disclosure has  
32 been given, shall be deemed a waiver by the bidder of any claim that such materials  
33 are, in fact, so exempt.  
34

35 Notwithstanding such limitations, the bid submitted under this IFB shall be  
36 considered confidential until WSF has awarded the Contract.  
37  
38

1  
2 **15. ALTERATIONS, MISREPRESENTATIONS**  
3

4 Except as otherwise provided herein, if the bid is incomplete, conditioned in any way,  
5 contains alterations or items not called for on the Bid Form, or is not in conformity to  
6 the law, it will be rejected as non-responsive. Additionally, the bidder shall not  
7 misrepresent its Prequalification status, the amount of its bid, or its ability to perform  
8 the Contract Work. Misrepresentation may be cause for: (i) rejection of a bid; (ii)  
9 cancellation of Contract award; or (iii) termination of the Contract.  
10

11  
12 **16. WITHDRAWAL OR REVISION OF BID**  
13

14 After submitting the bid to WSF, the bidder may withdraw or revise it if:

- 15  
16 A. The bidder submits a written request signed by an authorized person; and  
17  
18 B. WSF receives the request before the Bid Due Date.  
19

20 The original bid may be revised and resubmitted as the official bid if WSF receives it  
21 before the Bid Due Date.  
22  
23

24 **17. PUBLIC OPENING OF BID**  
25

26 The bid will be publicly opened and read on the Bid Due Date specified in Section 2  
27 herein, unless the Bid Due Date has been delayed or canceled. The Bidder, any  
28 authorized agent(s), and other interested parties are invited to be present.  
29

30 The bid opening shall be held at WSF's administrative offices located at 2911 2<sup>nd</sup>  
31 Ave. in downtown Seattle unless otherwise specified by WSF.  
32  
33

34 **18. IRREGULAR BID**  
35

- 36 A. The bid **will** be considered irregular and **will** be rejected by WSF if:  
37  
38 1. The bidder is not prequalified;  
39  
40 2. The Bid Form furnished or authorized by WSF is not used, or is altered;  
41  
42 3. The completed Bid Form contains any unauthorized additions, deletions,  
43 a alternative bid, or conditions;  
44

4. The bidder adds any provisions reserving the right to reject or accept the award, or enter into the Contract;
5. A price per unit (if applicable) cannot be determined from the bid;
6. The Bid Form is not properly executed;
7. The bidder fails to submit or properly complete the Bid Form Attachments; or
8. The bid does not constitute a definite and unqualified offer to meet the material terms of the IFB.

B. The bid **may** be considered irregular and **may** be rejected by WSF if:

1. WSF deems any of the bid prices to be excessively unbalanced, either above or below the amount of a reasonable bid for the item of work to be performed, to the potential detriment of WSF;
2. Receipt of Addenda is not acknowledged on the Bid Form; or
3. Bid entries are not legibly typed or made in ink.

## 19. NON-RESPONSIBILITY

A. WSF, at its discretion, **may** reject the bid if it determines that the bidder is not responsible for any of the following reasons:

1. The bidder is not prequalified for the work or to the full extent of the bid;
2. An unsatisfactory performance record exists based on past or current WSF or WSDOT work;
3. There is uncompleted work (WSF or otherwise) which might hinder or prevent the prompt completion of the Contract Work;
4. The bidder fails to pay or settle bills for labor or materials on past or current contracts;
5. The bidder has failed to complete a written public contract, or has been convicted of a crime arising from a previous public contract;

6. The bidder is unable, financially or otherwise, to perform the Contract Work;
7. The bidder is not authorized to do business in the State of Washington; or
8. There are any other reasons deemed proper by WSF.

## **20. PRE-AWARD INFORMATION**

Before awarding the Contract, WSF may require one or more of these items or actions of the apparent successful bidder:

- A. A complete statement of the origin, composition, and manufacture of any or all materials to be used;
- B. Samples of these materials for quality and fitness tests;
- C. A breakdown of costs assigned to any bid item;
- D. Attendance at a conference with WSF or its representatives;
- E. A progress schedule showing the order of and time required for various phases of Contract Work; and/or
- F. Any other item or action deemed appropriate by WSF to complete the bid evaluation.

## **21. CONSIDERATION OF BID**

- A. After opening and reading the bid, WSF will verify the bid for correctness of form, compliance with bid terms set forth herein, and the extensions and totals of the unit prices. WSF may reject the bid or disqualify the bidder for those reasons set forth herein. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by WSF for bid evaluation, and to determine the amount of the Contract Bond.
- B. WSF reserves the right to: waive informalities in the bidding process, accept the bid with or without further negotiation (see "Award of Contract" Article, below); reject the bid (see next paragraph); revise or cancel the Contract Work to be performed; or to do the Contract Work otherwise, if in its sole judgment, the best interest of WSF is served thereby.

- 1  
2 C. The Bidder is notified that WSF reserves the right to reject a bid, without  
3 cause or for any reason, including rejection where the bid exceeds WSF's  
4 good faith estimate by an unreasonable amount. In the event that a bid is  
5 rejected, the project may be deferred indefinitely for re-advertisement, or  
6 otherwise.  
7  
8  
9

10 **22. AWARD OF CONTRACT**  
11

- 12 A. The Contract Award amount will be the TOTAL BID PRICE as shown on  
13 the Bid Form, subject to possible subsequent negotiation between the bidder  
14 and WSF. If WSF deems such negotiation is necessary or prudent to achieve  
15 an acceptable TOTAL BID PRICE, it shall promptly notify the bidder.  
16  
17 B. Unless the bid is rejected, WSF intends to award the Contract within three (3)  
18 calendar days after the Bid Due Date; **Provided**, the bid shall remain in effect  
19 for ninety (90) calendar days after the Bid Due Date. Upon mutual consent of  
20 the apparent successful bidder and WSF, this period may be extended. If the  
21 apparent successful bidder and WSF cannot agree on an extension, WSF  
22 reserves the right to reject the bid. WSF will notify the successful bidder in  
23 writing when it has been awarded the Contract.  
24  
25

26 **23. EXECUTION OF CONTRACT**  
27

- 28 A. Within six (6) calendar days after the award date, the successful bidder shall  
29 return the signed Contract, and the required evidence of insurance and  
30 Contract Security. Before execution of the Contract by WSF, the successful  
31 bidder shall provide any pre-award information WSF may require under the  
32 Pre-Award Information section herein.  
33  
34 B. Until WSF signs the Contract, the bid shall not bind WSF, nor shall any  
35 Contract work begin. The Contractor shall bear all risks for any Contract  
36 work begun and for any materials ordered before the Contract is signed by  
37 WSF.  
38  
39 C. If the bidder experiences circumstances beyond its control that prevents return  
40 of the Contract Documents within the specified number of days after the  
41 award date, WSF may grant additional calendar days for return of the  
42 Documents, provided WSF deems the circumstances warrant it.  
43  
44

45 **24. CONTRACT SECURITY**

As required by Revised Code of Washington ("RCW") 39.08, a bond and/or alternate form(s) of Contract Security shall be provided by the Contractor in an amount adequate to protect one hundred percent (100%) of WSF's exposure to loss associated with the Contract.

All proposed alternate form(s) of Contract Security must be delivered to the WSF Contracts Coordinator for approval no later than five (5) working days before the Bid Due Date. If WSF and the Contractor cannot agree as to the form of Contract Security prior to the Bid Due Date, WSF reserves the right to reject the proposed security.

If the successful bidder provides an executed Contract Bond (or Performance Bond plus Payment Bond) form of Contract Security, the Bond(s) shall:

- A. Be on a WSF-furnished form(s), sample copies of which are included in the IFB package;
- B. Be signed by an approved surety (or sureties) that:
  - 1. Is registered with the Washington State Insurance Commissioner; and
  - 2. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner;
- C. Be conditioned upon the faithful performance of the Contract by the Contractor within the prescribed time; and
- D. Guarantee that the surety shall indemnify, defend, and protect WSF against any claim of direct or indirect loss resulting from the failure:
  - 1. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the Contract; or
  - 2. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materialperson, or any other person who provides supplies or provisions for carrying out the work.

WSF may require sureties or surety companies on the Contract Bond to appear and qualify themselves. Whenever WSF deems the surety or sureties to be inadequate, it may, upon written demand, require the Contractor to furnish additional surety to cover any remaining work. Until the added surety is furnished, payments on the Contract will stop.

1  
2 A more complete discussion of Contract Security is set forth in the IFB "Special  
3 Provisions".  
4  
5

6 **25. FAILURE TO EXECUTE CONTRACT**  
7

8 Failure to return evidence of insurance and approved Contract Security with the  
9 signed Contract as required herein, or failure to provide Disadvantaged, Minority or  
10 Women's Business Enterprise information if required in the Contract, or failure or  
11 refusal to sign the Contract shall result in forfeiture of Bid Security.  
12  
13

14 **26. RETURN OF BID SECURITY**  
15

16 All Bid Security will be held until the executed Contract and the Contract Security  
17 have been provided to WSF. At such time, the Bid Security in the form of cash or  
18 checks not subject to forfeiture, shall be returned. Bid Bonds shall be returned upon  
19 request.  
20  
21

22 **27. PROTEST PROCEDURES**  
23

24 **A. Form and Substance**  
25

26 All bidder protests regarding any contents or portion of this Bid Package must be  
27 submitted to WSF as soon as possible after the bidder/protestant becomes aware of  
28 the reason(s) for the protest. All protests must be in writing and signed by the  
29 bidder/protestant or an authorized agent. Such writing must state all facts and  
30 arguments on which the bidder/protestant is relying as the basis for its action. Such  
31 bidder/protestant shall also attach, or supply on demand by WSF, any relevant  
32 exhibits referenced in the writing. All protests shall be directed to:  
33

34 Washington State Ferries  
35 2911 2<sup>nd</sup> Avenue  
36 Seattle, Washington 98121  
37

38 Attn.: Mr. Tim McGuigan, Contracts / Legal Services Manager  
39 Phone: (206) 515-3601  
40 Fax: (206) 515-3605  
41  
42

1           **B.       Pre-award Protests**

2  
3           To allow sufficient response time, all pre-award protests must be received by  
4           WSF no later than 3:00 p.m. of the second business day starting the next day  
5           after the Bid Due Date. If the protest is mailed after the Bid Due Date and  
6           before the pre-award protest deadline, the bidder/protestant shall immediately  
7           notify WSF's Contracts/Legal Services Manager by telephone, or some other  
8           means of rapid communication, that a protest has been made.  
9

10          WSF shall consider all the facts available to it, and issue a decision in writing  
11          within five (5) business days after receipt of the protest, unless, in WSF's sole  
12          discretion, more time is needed. The bidder/protestant whom the protest is  
13          will be notified if a longer time is necessary; and if the additional time  
14          required affects the Bid Due Date or the award date, the bidder shall be  
15          notified.  
16

17          WSF's decision shall be final and conclusive. Selection of the successful  
18          bidder, if one is to be made, will be postponed until after WSF has issued its  
19          decision.  
20

21  
22       **28.     PRE-IFB REPRESENTATIONS**

23  
24          All project information previously provided by WSF to interested parties, whether  
25          verbal or in writing, is superseded by the contents of this IFB and all Addenda  
26          thereto. WSF shall not be liable to any party for: (i) any prior representations made  
27          by WSF or its agents; or (ii) the contents of any preliminary documents issued prior  
28          to this IFB.  
29

30  
31       **29.     PREPARATION COSTS**

32  
33          WSF shall not be liable to the bidder for its bid preparation costs or any other direct  
34          or indirect costs arising from a response to this IFB.

( END )